

A Declaration of the especial vnttruths contained in Morgans Bill exhibited in Parliament against Bowdler Meggs; Iones, and others, with Answeres therennto as hereunder followeth. Viz.



Obiection.

The title of his Bill and Briefe, declareth Morgan to be first Plaintiffe against Bowdler and therest, and Bowdler to be Plaintiffe against him afterwards, upon a Crosse Bill.

Answer.

Bowdler was first Plaintiffe against Morgan; and it was five Monethes after, before Morgan preferred a Crosse Bill against Bowdler, Meggs, Iones, and the rest.

1609. Obiect. Effington and Barlow were Partners with Bowdler, Turner, Iones, and Sir Iohn Bouchier, in the Farme of the Alloms.

6. May.

Ans. Neither Effington, nor Barlow, were Partners with them, as by answer vpon Oath made in Chancery appeares.

Obiect. Meggs lent his name and credit to Bowdler without limitation, to take up Monies to supply the Allom businesse, whereby Meggs, Bowdler, and the rest became as one ioynt body, and were knowne both in England and in forreine parts, by the name of the Allom Companie, or Bowdler and Company.

Ans. Meggs being Father in Law to Bowdler, did out of loue to him lend him his name, to support his credit, yet was not Meggs a Partner with Bowdler, or any of the Allom Farmers in the Allom businesse, and therefore they were not as one ioynt body.

1609.

October.

Obiect. Bowdler and Company made choice of Morgan to bee their Factor at Middleborough, and when Morgans credit would not serue to procure Monies enough to pay their Bills of Exchange; he wrote to them of it, directing his Letters to Bowdler and Company, and what euer he required by the said Letters to be performed by Meggs, Turner, or any of them, the same was performed by them.

Ans. Morgan was Seruant to Bowdler, long before he had any dealings in the Allom businesse; and was by him employed at Middleborough, in other affaires, and it is true that afterwards he was also employed to pay Bills of Exchange for the Allom businesse; but it was only by his Master Bowdler, and not by appointment of the Allom Company. Besides when Morgan did direct some few Bills of Exchange from Middleborough to be paid here in London by Meggs and Turner; they feuerally wrote to him that he should doe so no more, for if he did they would not accept the Bills nor pay them, so that whatsoever Morgan required of them was not performed.

Obiect. To enable Morgans credit at Middleborough, they sent him several unlimited Letters of credit, some in one kinde some in another; thereby declaring to all men that whoeuer trusted their Factor Morgan, they all thereby obliged themselves for repayment thereof.

Ans. Albeit feuerall Letters of Credit, were sent to Morgan, yet they were not all unlimited. Neither all of them as generall warrant to all men that would trust Morgan. For Meggs did only subscribe to one Letter which was sent to one particular man; and that was to remayne in force but till it should be recalled, which was recalled within three Monethes after, whereby neither any man else could challenge Meggs for his Debtor, nor that particular man for longer time then till repayment of the summe only which was lent within the time aforesaid, so also, some other of the Partners neuer gaue any Letter of Credit to Morgan, and that which was giuen by other them was also recalled, and Morgan promised to make no further vse of it.

1611.

15. February.

Obiect. Morgan came into England, and accompted for all things which he had not formerly accompted for. And was made free of London by Bowdler, and receiued up his Inde and the Bonds of his Friends, and Bowdler publicly acknowledged Morgans faithfull seruice, which according to custome of London is a release for all time past.

Ans. About that time Morgan came into England, and did deliuer vnto Bowdler a Copy of an Accompt, which he pretended to be iust and perfect; but Morgan neyther required Bowdler to accompt with him the reupon, neyther could Bowdler then haue done it. For hee had not receiued Accompts from other his Factours in other parts beyond Seas; with whom Morgans Accompts must haue correspondence in many particulars; so that Morgan did only giue the Copie of an Accompt, but did not accompt thereupon with his Master. Neither is any of the other pretences, a release for the time past.

1612.

23. May.

Obiect. Morgan deliuered to Bowdler and Company, his last generall Accompt, and therein did set downe the particulars of 37794. l. 4. s. 7. d. Flemish Money, which is 22600. l. sterling then owing by them by exchange and at interest; whereof 6251. l. 10. s. 2. d. Flemish, which is sterling 3460. l. was due to Morgan, and for the residue, Morgan was then engaged as their Factor.

Ans. Morgan did not deliuer this last generall Accompt before March, the 23. An. 1612. which was 10. monethes after the time pretended; Neyther doth this Accompt containe the particulars of 37794. l. 4. s. 7. d. Flemish, of debt then owing, whererin Morgan pretends hee was ingaged. For the collection of debts therein made to be owing amounts to but 10180. l. 14. s. 3. d. to Strangers; and 6251. l. 10. s. 2. d. to himselfe, against which last some he maketh receiued with his owne hand in the said Accompt, 5266. l. 10. s. 8. d. in part thereof; neyther was hee engaged for all the rest; but all Accompts beeing audited hee is found indebted to Bowdler.

1612.

29. May.

Obiect. The said last generall Accompt was examined and allowed of, and Bowdler sealed vnto Morgan a generall Release.

Ans. The said Accompt could not be examined vpon the 29. of May 1612. which was not giuen vntill ten monethes after May, neyther was it examined in some time after, nor euer allowed. But it is true, that Bowdler sealed a generall release to Morgan vpon the 29. of May, aforesaid: which was only vpon trust and confidence of Morgans promise to iustifie his former Accompts when they should be examined, and to giue vp his last generall Accompt within short time after. For Morgan pretended that this release would be a meanes to procure him credit from his brother Francis Morgan and other friends, whereby to follow his trade and dealing, for which he had serued the terme of his Apprentice-hood, vpon prooue of which trust in the Court of Chancery, he was ordered to accompt notwithstanding the said Release.

1612.

31. May.

Obiect. Morgan demanding payment of Meggs, bee forswore his hand to all Bills of exchange produced for above 40000. l. although since hee hath confessed, that hee gave Bowdler leave to subscribe the same.

Ans. Morgan did not demand any payment of Meggs before April 1617. which was five yeares after the date aforesaid: at which time, Neyther in May 1612. were any more of Meggs his Bills vn timer, which Bowdler had subscribed but for 940. l. sterling; and they were all vnder-written by Meggs his authority and with his priuie. Neyther did Meggs deny his authority giuen to Bowdler in the subscription; albeit he charged Bowdler with his promise, of sauing him harme selfe.

1618.

7. October.

Obiect. One Commission beeing expired, and no end made, the Commissioners perswaded Morgan to enter Bond to stand to their Award, which he consented; provided, that all the Defendants would doe the like, whereupon, Meggs, Bowdler, and Turner, only sealed Bonds, but the rest refused, which Morgan disliking, procured a new Commission with direction in the first Commission, but they refused thereupon to proceed as Commissioners, because Morgan was bound, and but three of the Defendants.

Ans. The Commissioners did not perswade Morgan, but Morgan perswaded and intreated the Commissioners to goe on in an arbitrary course: when the first Commission was expired and he voluntarily did offer to seale new Bonds to stand to their award; and he did accept of Meggs, Turner and Bowdler their Bonds without the rest saying, that those were the men he ayimed at, and desired the Commissioners to proceed without the other Bonds, as by Morgans hand in the Booke of the Commissioners appeareth. And touching the refusall of the Commissioners to proceed vpon the Commission, which Morgan brought downe; it was because the Lord Chancellor did the next day superseade the same with an other Commission of other content.

1618.

5. January.

Obiect. They made an Award, and ordered Morgan to cease all Suits against Meggs, Iones, Effington, Barlow, and Sir Iohn Bouchier, with diuers other things not referred to them.

Ans. They did not in their award order any such matter; neyther did meddle with any thing which was not referred.

21. January.

Obiect. The Award was ordered by the Lord Chancellor, to be stayed for 11. Causes.

Ans. The order for suspending the said Award containes but five Causes, and they are particularly and fully answered by the Certificate of the Commissioners, of the ninth of February, 1618. yet to giue a particular answer to them all; it followeth.

Obiect. 1.

They neuer tooke the Answeres of Meggs and Bowdler, to Morgans Bill, whereunto they had demurred, which was the first thing directed in their Commission.

Ans. 1.

The Commissioners did often call to Morgan, to declare his exceptions to the said answers, but he said it should not be needfull; if they made an Award as he hoped they would doe. And so indeed, at last when they had examined all Accompts, and found Morgan to be indebted to Bowdler, they did thinke it vn necessary.

Obiect. 2. They did not examine any Witnesses or Parties during all their proceedings, but only Iohn Greenowes, who is deeply engaged for Bowdler, and being chargeable in these Monies himselfe, swears to free himselfe by charging Morgan therewith.

Ans. 2. They did examine or cause to be examined at Hambrough in Germany, one Iohn Quarles, Factor to Alderman Gore, whose Depositions are aswell returned in the Court, as those of Iohn Greenowes, and are vpon Record. Besides, when Morgan refused to take his Oath, or to confesse the truth before the Commissioners; touching monies pretended by him to haue bene paid to Bowdler, Hoste, Cleane, and others, then the Commissioners did examine the said partis who did confront Morgan face to face, and forced him to confesse the truth, as by their Certificate vpon Record in Court appeares. Also it is to be considered that in examining of Marchants Accompts, there cannot be so full and sufficient testimony produced vpon Oath, as by the comparing of Factors Accompts and Letters, who had weekly Correspondence one with the other. Lastly, Iohn Greenowes was not chargeable to Bowdler, for such mony as hee receiued by Morgans appointment, but he rather by his Oath made himselfe lyable to the said Morgan; so that he did not sweare to free himselfe.

Obiect. 3. The Commissioners charged Morgan for all losses of the Defendants.

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Ans. 3. It is vnttrue, that he is charged with one peny for any of the Defendants, for the Accompts doe concerne Bowdler only; although *Morgan* had maliciously made the rest Defendants.

Obiect. 4. They charged *Morgan* also for three others, viz. Passijld, Greenowes, and Aniscombe Bowdlers Factors, who were meere strangers to the Suite, and to their Arbitrament.

Ans. 4. These three Factors had continuall weekly dealings, and intercourse with *Morgan* touching receits and payments of mony each for other, and Accompts passed betweene them and Bowdler, and *Morgan*; so that necessarily *Morgan* must be charged with such summes of money, as the said Factors or any of them did pay to him or by his appointment, as on the other side, the Commissioners discharged *Morgan* of such monies as he paid for Bowdler to the said Factors.

Obiect. 5. The Commissioners allowed Bowdler diuers great summes which they pretend *Morgan* receined for Bowdler, in Anno 1607. and 1608. which is before the time that Bowdler demands reliefe by his owne Bill, for he pretends Errors of 1609. 1610. 1611. & 1612. only.

Ans. 5. There is but only one parcell allowed to Bowdler before Anno 1609. which is only for 112. l. 13. s. 4. Flemish money, and it was apparently proued to the Commissioners against *Morgan* by his owne Letters that he was to be charged with it. Besides, before the Commissioners did enter into examination of the Accompts and differences of the parties, they caused each party to set downe in writing his demands against the other, at which time *Morgan* made no such exception.

Obiect. 6. The Commissioners Awarded *Morgan* to allow to Bowdler great summes which hee neuer demanded by Bill or otherwise; which *Morgan* neuer heard off till after their Award, whereby hee could not answer them.

Ans. 6. This accusation is most false, For the Commissioners haue not allowed to Bowdler any one summe, which at the first meeting before the Commissioners, was not demanded in writing but they haue giuen Bowdler much short of his demands, and caused him to particularize his demands of interest, whereby the summes are varied from the first demand, and made lesse, but not more then at the first, and likewise a Copie of the said demands was giuen to *Morgan*, and he did answer thereunto before the Commissioners.

Obiect. 7. They allowed to Bowdler 8000. l. more then he did demand by Bill, for he demands but 3000. l. and they haue giuen him 11000. l.

Ans. 7. The Commissioners according to the manner of Marchants; at first meeting required both parties to expresse their demands in writings, and accordingly they proceeded in the examining of their Accompts; for the order of reference to the Commissioners, was to examine the Accompts and not the Bill. Also Bowdler demands by Bill: reliefe for 3000. l. which *Morgan* should owe him; accompting it ouer and aboue all that *Morgan* had paid for him; of which kinde of payments, the Commissioners allowed to *Morgan*, 8000. l. Flemish at the least. Besides, by way of accompt exhibited in writing before the Commissioners, Bowdler did demand much more then 11000. l.

Obiect. 8. They Awarded, Turner, and his Company to free *Morgan* from Peter Courten, and 40. other Creditors of theirs in all for aboue 18000. l. sterling, yet they neuer mention who that Companie was for those that truly were of that Company, viz. Meggs, Iones, Effington, Barlow, and Sir Iohn Bouchier, they Award *Morgan* to cease all Suits against them by name, but order not them to cease Suits against *Morgan*.

Ans. 8. First, of the pretended some of 18000. l. there was paid to Courten 12000. l. and diuers other summes to other men; but *Morgan* was neuer engaged for any part thereof, except to Courten, although to satisfie his clamorous disposition, the Commissioners did Award him to bee saued harmelesse.

Secondly, *Morgan* had the same securitie vnder the name of Bowdler and his company which his Letter of Attorney did mention; and he did know the company better then the Commissioners.

Thirdly, Meggs, Effington and Barlow were none of the Company. Neither did the Commissioners order that *Morgan* should release to them or to Sir Iohn Bouchier, as truly is alleaged.

Obiect. 9. They Awarded *Morgan* to seale a Release vnto Bowdler, whereby Bowdlers Counterbond of a 1000. l. sealed to *Morgan* to saue him harmelesse of the Bond of 500. l. which he sealed to Meggs, for Bowdler should be discharged without giuing *Morgan* any allowance for it, or Awarding Meggs to deliuer up the said Bond, or seale *Morgan* a Release.

Ans. 9. By order of Court at the Rolles vpon the 22. of April 1618. it was ordered that the Accompts betweene Bowdler and *Morgan* being then vnder examination, before Master Barkhouse and other Commissioners; if vpon perfecting of the said Examination it should appeare that *Morgan* was indebted to Bowdler 500. l. or more; then hee should pay to Meggs so much as he should be to Bowdler indebted and no more; but if Bowdler were found indebted to *Morgan*, then the Bond of *Morgan* Meggs of 500. l. should bee cancelled; Now considering this order and that *Morgan* had only sealed Bond before these Commissioners to pay to Meggs. What should be found indebted to Bowdler, and not to pay Bowdler any thing; he is not wronged by this Award in this point. For by *Morgan*s paying of the Awarded summe Meggs, his Bond is discharged, and he being found in Bowdlers debt; Bowdlers counter-bond ought to be discharged.

Obiect. 10. They Award *Morgan* to pay 579. l. 6. s. 0. vnto Bowdler within thre monethes; yet they limit Bowdler, Turner, and his Company no time to free *Morgan* of engagements for them, for aboue 18000. l. sterling.

Ans. 10. The engagements are only imaginary and not reall; yet the Commissioners did prouide; that if any suite were commenced against *Morgan*; hee should thereof be saued harmelesse; from time to time vpon notice by him giuen to Bowdler or Turner, of the said suite, &c. If they sayled herein; he might take remedy vpon the Bonds according to the Award. For the Commissioners did not order *Morgan* to seale any release to them or they to him before; all Articles of their Award were respectively performed.

Obiect. 11. Lastly, the Commissioners did not pursue the directions of their Commission in any one particular, but did proceed most erroneously.

Ans. 11. They did not vary from the directions of the Court in any thing, except by the intreatie and consen of all parties, as by their Certificate of the ninth of February 1618. appeareth. Besides, being at last, become Arbitrators; and the said courie vnderaken by perswasion of all parties and Bonds mutually sealed to abide their Award; they were no longer bound to the formall proceedings, and directions of the Court; but for their better satisfaction they might proceed as Marchants in the examination of Marchants Accompts.

Obiect. The six Arbitrators petitioned the Lord Chancellor that they might not certifie the particulars of their Award.

Ans. This is most vnttrue, for at this time they were not ordered to certifie any particulars, and did not require any other thing of the Lord Chancellor, but that they might keepe their day Booke and other Papers, whereby they might be able at all times to iustifie their Award, and to shew the Reasons thereof.

Obiect. The Commissioners or Arbitrators would not obey any of the orders of Court for redeliuery of *Morgan*s Papers.

Ans. As *Morgan* vpon one day procured an order which commanded the redeliuery, so Bowdler the next day procured a counter-mand, But at last when the order was settled they did obey.

Obiect. The Commissioners, being ordered to certifie to the Court, the Reasons of their Award, they still refused untill *Morgan* forced them by an Attachment of the 20. of Iuly, 1619.

Ans. They were neuer serued with Attachment; neither was their any cause why *Morgan* should presse them to bring in their Reasons, for that order was begot vpon the motion of Bowdlers Councell and not of *Morgan*s; besides, the said order for certifying the particular Reasons of their Award was made but vpon the 16. of Iune 1619. And they returned a Certificate vpon the fifth day of August following, which contayned the particular labours of 160. dayes spent in that examination, and filled 150. sheets of Paper, so that lesse time could not bee allowed for such a Certificate which was so exactly and fully declared.

Obiect. They certifie the particulars of their Award, and certifie that Master William Towerison, and Master Ralph Freeman, were priuie to all their said Proceedings.

Ans. They did not certifie them to bee priuie to all their proceedings, but did particularly set downe what parcels they were priuie vnto.

Obiect. That six other Commissioners were appointed, who assisted with the Auditor of the Chancery, were to examine all Accompts, Letters and Writings, as also the Award of the Arbitrators.

Ans. It is true that six other Commissioners were appointed, but two of them were Masters of the Court, and appointed to be continually present, or no meeting without them, who out of their formalitie, ouer-ruled the Marchants. And the order of Reference made vnto these Committees was so full of restriction, that thereby *Morgan*s false Accompts could not be perfectly discovered, neither could the truth of Bowdlers case be made apparant, as by the order it selfe appeareth. And the said Committees, because the Certificate of the first Commissioners was damned by the Lord Chancellor, before he referred the consideration thereof vnto them, therefore they could not allow of their testimonie in the said Certificate; so that it was to no purpose, that they were to examine it. And likewise other Accompts, Letters and Writings of Factors could not be admitted, because not proued in Court.

Obiect. That the six last Committees with the Auditor had often conferences with the first Arbitrators.

Ans. The Committees and the Arbitrators neuer had meeting together, for Master Towerison one of the last Committees, did often moue the Masters of the Court that they might haue called the Arbitrators vnto them; but they would not consent thereunto.

Obiect. The Cause being heard in open Court, in presence of all parties and their Councell, neither partie nor Councell denied the truth of the last Certificate, as by order appeareth.

Ans. Many Obiections were made against the said Certificate, by euery one of the parties, and also their Councell; albeit the order doth vntuly otherwise declare, but the corruptions of those times was such that truth could take no place, either in orders or otherwise.

Obiect. The Cause being heard in open Court, it was finally decreed.

Ans. The Decree was made after the 26. of Iune, but not in open Court, neither at a Seale, but very priuately in my Lords Chamber, no one of the parties being present at the pronouncing thereof.



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